

**FOR COUNTY USE ONLY**

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	A	Contract Number	
M	<input type="checkbox"/>	Change							
X	<input type="checkbox"/>	Cancel							
County Department					Dept.	Orgn.	Contractor's License No.		
Economic and Community Development					ECD	ECD	NA		
County Department Contract Representative					Ph. Ext.		Amount of Contract		
Thomas R. Laurin, Director					388-0808		\$954,587		
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number		
SAS	ECD	ECD	200	2006			00005037		
Commodity Code				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
Project Name				Do not encumber. Replacement Agreement will be executed at a later date.					
FY 1997 HOME CHDO funds				99	\$954,587				
Housing Partners I, Inc.									

County of San Bernardino

**F A S****CONTRACT TRANSMITTAL**CONTRACTOR Housing Partners I, Inc.Birth Date NA Federal ID No. or Social Security No. 33-0496692Contractor's Representative John McGrath, Executive DirectorAddress 1053 North D Street, San Bernardino, CA 92410 Phone (909) 884-1811Nature of Contract: *(Briefly describe the general terms of the contract)*

This CHDO Agreement provides for the commitment of 1997 HOME Community Housing Development Organization (CHDO) funds to the above-referenced CHDO. Housing Partners I, Inc., agrees to identify an eligible affordable housing development(s) in the near future, submit a HOME New Construction and/or Rental Property Acquisition and/or Rehabilitation Program application(s), and expend these 1997 HOME Program funds for that project within 36 months of the date of this Agreement. HOME Program funds will not be disbursed at this time, but only upon approval by the County Board of Supervisors of the HOME Loan Agreement executed pursuant to a completed application. The HOME Loan Agreement will replace this agreement.

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form

County Counsel

Date

Reviewed as to Affirmative Action



Date

Reviewed for Processing



Agency Administrator/CAO

Date

**County of San Bernardino**

**HOME INVESTMENT & PARTNERSHIPS PROGRAM**  
**Community Housing Development Organization (CHDO) AGREEMENT**

This agreement ("CHDO Agreement") is entered into this 31<sup>st</sup> day of August, 1999 by and between the County of San Bernardino (herein called the "County") and Housing Partners I, Inc., (herein called the "Designated CHDO").

**RECITALS**

WHEREAS, the County has received a formula HOME Investment & Partnerships Program (HOME) allocation for Fiscal Year 1997 from the U. S. Department of Housing and Urban Development (HUD) to carry out eligible activities in accordance with program requirements described at 24 CFR part 92; and

WHEREAS, a portion of the HOME Program funds requested by the County from HUD are designated for CHDO New Construction and Rental Property Acquisition and/or Rehabilitation assistance as outlined in the County's HOME Program Description approved by the Board of Supervisors annually; and

WHEREAS, funds are to be committed in accordance with the HOME Program Regulations at 24 CFR Part 92 within 24 months of the HUD award to assist eligible recipients in conformance with the guidelines for rental property acquisition and/or rehabilitation assistance; and

WHEREAS, at least fifteen percent (15%) of the fund allocation must be set aside and made available to Community Housing Development Organizations (CHDOs), in accordance with HUD guidelines; and

WHEREAS, Designated CHDO is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under this agreement, are or will be individuals or families who meet the income eligibility guidelines at 24 CFR Subpart E; and

WHEREAS, County deems the activities to be provided by Designated CHDO as consistent with and supportive of the approved HOME program Description for the County; and

WHEREAS, by this Agreement, and subject to the terms and conditions herein, County desires to commit \$954,587 FY 1997 HOME Program funds to Designated CHDO for the provision of an affordable multifamily rental housing development to be constructed, and/or acquired and/or rehabilitated, and subsequently made available to Low and Very-Low Income Households at Affordable Rents, in accordance with the HOME Program Regulations under 24 CFR Part 92; and

WHEREAS no funds are required to be disbursed pursuant to this Agreement at this time; and

WHEREAS, once all details of any proposed affordable housing development are identified, Designated CHDO shall submit to the County Department of Economic and Community Development, a HOME CHDO New Construction and/or Rental Property Acquisition and/or Rehabilitation Program Loan Application(s) for an affordable multifamily rental housing development(s) which will be complete within 36 months from the date of this agreement; and

WHEREAS, at such time as the HOME loan application(s) is determined to be consistent with the HOME Program Regulations, it shall be presented to the County Board of Supervisors for consideration.

NOW THEREFORE, it is understood and agreed by and between the parties hereto as follows:

## **I. INTRODUCTORY SECTIONS**

### **A. Definitions.**

The following terms shall have the following meanings in this Agreement:

1. "Affordable Rent" shall mean the maximum rent allowed for the Affordable Units in accordance with Section 92.252 of the HOME Regulations.
2. "Affordable Units" shall mean the units on the Property required to be leased at an Affordable Rent to qualified Low-Income Households.
3. "Affordability Period" shall mean the length of time that all HOME-assisted units shall remain affordable, as defined in the HOME Loan Agreement.
4. "Agreement" shall mean this CHDO Agreement executed for the commitment of 1997 HOME Program funds to Designated CHDO for the provision of an affordable multifamily rental housing development, the specific location of which shall be determined at a later date.
5. "CHDO" stands for Community Housing Development Organization and shall mean a nonprofit organization certified in San Bernardino County pursuant to Section 92.2 of the HOME Regulations.
6. "County" shall mean County of San Bernardino.

7. "HOME Loan" shall mean the HOME Loan made by the County to the Designated CHDO for ownership of a property assisted with HOME funds. The HOME Loan shall be made upon successful completion of a San Bernardino County HOME Program loan application approved for funding by the County Board of Supervisors.
8. "Deed of Trust" shall mean the Deed of Trust in favor of the County to be recorded as a lien against the Property assisted with a HOME Loan securing the Note.
9. Designated CHDO shall mean the buyer/owner of the property assisted with a HOME Loan.
10. "Development Costs" shall mean all costs and expenses approved pursuant to a specific HOME Loan Agreement which are customarily incurred and shall have been actually incurred by the Designated CHDO for the New Construction and/or Acquisition and/or Rehabilitation of the Property and shall include without limitation the following: cost of acquiring the property; financing fees, ("points"); title and title insurance; appraisals; tests to determine the condition of the Property; and such other costs, fees and expenses, as may be required in writing by the County; provided, however, that payment to parties related to Designated CHDO for Development Costs do not exceed market rates.
11. "Escrow" shall mean the Escrow which is established for Designated CHDO's Acquisition of the Property.
12. "Escrow Holder" shall mean the Escrow Administrator for the Escrow.
13. "Floating" units shall mean units which must comply with the HOME Regulations.
14. "HOME Program" shall mean the HOME Investment Partnership Act, 42 U.S.C. § 12701, et seq., as it now exists and as may hereafter be amended.
15. "HOME Regulations" shall mean the implementing regulations of the HOME Program set forth at 24 CFR 92 as they now exist and, as may hereafter be amended.
16. "Loan Documents" shall mean the following documents evidencing the County Loan and required as consideration for County to make the County Loan: (i) the Note; (ii) the Deed of Trust; (iii) the Truth-in-Lending Statement; (iv) Request for Notice of Default; and (v) the HOME Loan Agreement

17. "Low-Income Households" shall mean those households as defined in Section 92.2 of the HOME Regulations whose annual incomes do not exceed eighty percent (80%) of the San Bernardino County median income adjusted for family size as determined by the United States Department of Housing and Urban Development (HUD).
18. "Note" shall mean the Promissory Note in the principal amount evidencing the County HOME Loan.
19. "Operating Expenses" shall mean actual, reasonable and customary costs, fees and expenses directly incurred and attributable to the operation, maintenance, and management of the Project; debt service and other periodic fees and payments in connection with Designated CHDO's Primary Loan; painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; certificates, permits and licenses; sewer charges; real property taxes and assessments; insurance; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; purchase, repairs, servicing and installation of appliances, equipment, fixtures and furnishings; fees and expenses of accountants, attorneys, consultants and other professionals; and establishment and funding of certain reserve accounts for maintenance and operation of the Project not funded directly by the County Loan, provided, however, that payments to parties related to Designated CHDO for Operating Expenses do not exceed market rates. The Operating Expenses shall not include non-cash expenses, including without limitation, depreciation. The Operating Expenses shall be reported in the Annual Financial Statement.
20. "Parties" shall mean the County and the Designated CHDO.
21. "Primary Loan" shall mean the mortgage loan or loans obtained by the Designated CHDO from a reputable financial institution for financing the Acquisition of the Property. "Primary Lender" shall mean the financial institution(s) that provide(s) the "Primary" loan for the Project.
22. "Project" shall mean the New Construction and/or Acquisition and/or Rehabilitation of a Property assisted with HOME Program funds in accordance with the provisions set forth in the applicable HOME Loan Agreement for that property.
23. "Property" shall mean the real property, together with the buildings, tangible personal property, fixtures and other improvements located thereon, assisted with a HOME Loan.
24. "Relocation" shall mean any relocation assistance or payment required to be provided to past or present tenants of the Property under applicable Federal, state, or local laws and/or regulations.

25. "Request for Notice of Default" shall mean a request for Notice of Default to be recorded against the Property in a form approved by the County .
26. "Residual Receipts" shall mean the Revenue, less the sum of Operating Expenses and Debt Service for the Project, calculated on an annual basis. All calculations of Residual Receipts shall be subject to verification and approval by the County.
27. "Revenue" shall mean the net rental income from the Property assisted with a HOME Loan and any other income the Designated CHDO derives from the ownership, operation and management of the Project.
28. "Term of Affordability" shall mean the period commencing on the date of recordation of a specific HOME Loan Agreement and shall continue for the applicable Affordability Period.
29. "Very Low-Income Households" shall mean those households as defined in Section 92.2 of the HOME Regulations whose annual incomes do not exceed fifty percent (50%) of the San Bernardino County median income adjusted for family size as determined by the United States Department of HUD.

## **II. REPRESENTATIONS AND WARRANTIES**

Designated CHDO hereby represents and warrants to County as follows:

- A. **Organization.** Designated CHDO is a duly organized, validly existing, nonprofit corporation, in good standing under the laws of the State of California. Documents evidencing the organization of Designated CHDO are true and correct and indicate compliance with the following requirements:
  1. **Legal Status.** Designated CHDO is organized under State law, as evidenced by the Articles of Incorporation. No part of its net earnings inure to the benefit of any member, founder, contributor, or individual, as evidenced by the same. Designated CHDO has a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501( c) of the Internal Revenue Code of 1986, as evidenced by a certificate from the IRS. Also, Designated CHDO has among its purposes the provision of decent housing that is affordable to low and moderate income people, as evidenced by a statement in the Articles of Incorporation and By-laws.
  2. **Capacity.** Designated CHDO conforms to the financial accountability standards of Attachment F of OMB Circular A-110, as evidenced by a notarized statement by the organization's CPA. Designated CHDO has a demonstrated capacity for carrying out activities assisted with HOME funds

through the experience of key staff members. Also, Designated CHDO shows a history of serving the residents of the County for at least one year.

3. **Organizational Structure.** The governing Board of Directors of the Designated CHDO contains at least 33 percent low income representation as evidenced by the By-laws. Designated CHDO provides a formal process for low income program beneficiaries to advise the organization of all its decisions regarding the design, siting, development, and management of all affordable housing projects through its By-laws and operating procedures approved by the governing body.
  4. **Relationship with For-profit Entities.** The Designated CHDO is not controlled nor receives directions from individuals, or entities seeking profit from the organization, as evidenced by the organization's By-laws. The Designated CHDO is free to contract for goods and services from vendor(s) of its own choosing, as evidenced in its By-laws.
- B. **Authority of Designated CHDO.** Designated CHDO has full power and authority to execute and deliver this Agreement and to execute any documents or instruments to be executed and delivered, pursuant to this Agreement.
- C. **Authority of Persons Executing Documents.** This Agreement and any other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been or will be executed and delivered by persons who are duly authorized to execute and deliver the same for or on behalf of Designated CHDO, and all actions required under Designated CHDO's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and any other documents or instruments executed and delivered, or to be executed and delivered have been duly taken.
- D. **Valid Binding Agreements.** This Agreement and any other documents or instruments which have been executed and delivered pursuant to or in connection with Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Designated CHDO enforceable against it in accordance with their respective terms.
- E. **No Breach of Law or Agreement.** Neither the execution nor delivery of this Agreement or of any other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, does or will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree, or order of any court, board commission or agency whatsoever binding on

Designated CHDO, or will conflict with or constitute a breach of or a default under any agreement to which Designated CHDO is a party, or will result in the creation or imposition of any lien upon any assets or property of Designated CHDO other than liens established pursuant hereto.

Each of the foregoing items (A) through (E), inclusive, shall be deemed to be an ongoing representation and warranty. The Designated CHDO shall immediately advise the County in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (A) through (E), inclusive.

**III. LIMITATION UPON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF THE DESIGNATED CHDO**

- A. **Prohibition.** During the Term of this Agreement, no voluntary or involuntary successor in interest of the Designated CHDO shall acquire any rights or powers under this Agreement by assignment or otherwise, without the prior written approval of the County.
- B. **Successors and Assigns.** All of the terms, covenants and conditions of this Agreement shall be binding upon Designated CHDO and their permitted successors and assigns of the Designated CHDO. Whenever the term Designated CHDO is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

**II. HOME PROGRAM PROVISIONS WHICH WILL BE REQUIRED UNDER A HOME LOAN AGREEMENT**

- A. **Use of the HOME Program funds.** Activities to be funded ultimately under the HOME Loan Agreement shall be consistent with 24 CFR Part 92, the San Bernardino County Rental Property Acquisition and/or Rehabilitation Program, and the San Bernardino County Consolidated Plan. HOME Program funds may not be provided to primarily religious organizations such as churches, for any activity, including secular activities, as described in Section 92.257 of the HOME Regulations. Specific tasks to be performed including a schedule for completing said tasks shall be attached as Exhibit B to the HOME Loan Agreement. A Project budget shall be reviewed, approved and attached as Exhibit G to the HOME Loan Agreement.
- B. **Affordability.** Housing to be assisted with any HOME Program funds disbursed under the HOME Loan Agreement, shall meet the requirements described in 92.252 of HOME Regulations and will be maintained as "affordable" to low-income households for the Term of Affordability.



- C. **Financing.** Terms for financing of the HOME loan shall be specified in Section 200 of the HOME Loan Agreement and shall be restated in the Note. The County and the Designated CHDO anticipate that New Construction and/or Acquisition and/or Rehabilitation shall be financed with a combination of funds from all HOME Loan proceeds provided to the Designated CHDO in the form of the HOME Loan, and other available funding sources to include the primary lender and Designated CHDO.
- D. **Project Compliance.** In the event a HOME Loan Agreement is executed the Designated CHDO shall comply with all applicable requirements of the HOME Regulations and must implement the HOME Program requirements, including but not limited to:
1. **Equal Opportunity.** No person shall be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds. In addition, HOME funds must be made available in accordance with all laws and regulations listed in Section 92.350(a).
  2. **Fair Housing.** Actions described in Section 570.904(c) of Title II of the Cranston-Gonzalez National Affordable Housing Act to further fair housing shall be satisfied.
  3. **Affirmative Marketing.** Designated Owner shall adopt affirmative marketing procedures and requirements.
  4. **Environmental Review.** The County will complete an assessment of activities to be undertaken with HOME funds in accordance with the requirements of CFR part 58. However, Designated Owner must also comply with any requirements outlined in the HOME Loan Agreement.
  5. **Displacement, Relocation and Acquisition.** Any such requirements described in the HOME Loan Agreement as well as those listed at 92.353 of HOME regulations shall be met where applicable.
  6. **Labor.** HOME Labor Requirements described at 92.354 paragraph (a) shall be adhered to as applicable.
  7. **Conflict of Interest.** Designated CHDO will comply with all requirements set forth in the HOME Regulations regarding conflicts of interest.
  8. **Debarment and Suspension.** As required in Section 92.357 of the HOME Regulations, Designated CHDO will comply with all debarment and suspension certifications.

9. **Flood Insurance.** Designated CHDO shall obtain Flood Insurance as applicable.
- E. **Affordability.** Housing to be assisted with HOME Program funds obligated under this Agreement, and disbursed under the HOME Loan Agreement, shall meet the requirements described in 92.252 of HOME Regulations and are to be maintained as "affordable" to low-income households for the Term of Affordability.
- F. **Housing Quality Standards.** Housing to be assisted with HOME Program funds shall be maintained to meet Housing Quality Standards and local housing code requirements.
- XX. **NO OBLIGATION OF COUNTY.** Nothing contained in this Agreement shall be construed to obligate the County to disburse any funds to the Designated CHDO. The Designated CHDO will only receive funds to the extent authorized by a HOME Loan Agreement executed by the parties.
- XXI. **NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES.** No member, official or employee of the County shall be personally liable to the Designated CHDO, or any successor in interest, in the event of any default or breach by the County or for any amount which may become due to the Designated CHDO or its successors, or on any obligations under the terms of this Agreement.
- XXII. **GENERAL PROVISIONS.**
- A. **Notices.** Any notice requirement set forth in this Agreement shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States Certified mail, postage prepaid, addressed to the appropriate party as follows:

**Designated CHDO:**

Housing Partners I, Inc.  
1053 North "D" Street  
San Bernardino, CA 92410

**County:**

Thomas R. Laurin, Director  
County of San Bernardino  
Department of Economic & Community Development  
290 North "D" Street, Sixth Floor  
San Bernardino, CA 92415-0040

Such addresses may be changed by notice to the other party given in the same manner as provided above.

- B. **Attorneys' Fees.** In addition to any other remedies provided under this Agreement or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy under this Agreement the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees.
- C. **No Third Parties Benefited.** This Agreement is made and entered into for the sole protection and benefit of the County, its successors and assigns, and Designated CHDO, its permitted successors and assigns, and no other person or persons shall have any right of action hereon.
- D. **County to File Notices.** Designated CHDO irrevocably appoints, designates, and authorizes the County as its agent (said agency being coupled with an interest) to file for record any notices that the County deems necessary or desirable to protect its interest hereunder.
- E. **Actions.** The County shall have the right to commence, appear in, or defend any action or proceeding purporting to affect the rights, duties, or liabilities of the parties hereunder.
- F. **Successors and Assigns.** The terms under this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto/thereto; provided, however, that no assignment of Designated CHDO's rights under this Agreement shall be made, voluntarily or by operation of law, without the prior written consent of the County as previously specified, and that any such assignment without said consent shall be void.
- G. **Construction of Words.** Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa, words imparting persons shall include firms, associations, partnerships and corporations, and words of either gender shall include the other gender.
- H. **Partial Invalidity.** If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- I. **Governing Law.** This Agreement and other documents or instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California.

- J. **Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by Designated CHDO and the County.
- K. **Approvals.** Where an approval or submission is required under this Agreement such approval or submission shall be valid for purposes of either Agreements only if made in writing. Where this Agreement requires an approval or consent of the County, such approval may be given on behalf of the County by the Chief elected official or his or her designee, who may, in his or her sole discretion, submit such approval or consent for consideration by County Counsel.
- L. **Captions and Headings.** Captions and headings in this Agreement are for convenience of reference only, and are not to be considered in construing the Agreements.
- M. **Conflict of Interest.** No member, official or employee of the County or Designated CHDO shall have any personal interest, direct or indirect, in the subject matter of this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership or association in which he has an interest, whether directly or indirectly.
- N. **Contract Compliance.** Designated Owner will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and Labor Surplus Area firms (a firm located in an area of high unemployment) are used when possible in compliance with provisions of Title 24 Code of Federal Regulations Part 85.36 (e).
- (1) Designated Owner Agrees to comply with the provisions of the Contract Compliance Program of San Bernardino County and the rules and regulations adopted pursuant thereto. Designated Owner Shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, and San Bernardino County Policy No. 11-15, as revised, and other applicable federal, state, and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- Designated Owner shall make every effort to ensure that all projects founded wholly or in part by HOME Program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, Designated Owner shall make every effort to employ residents of the area and shall keep a record of Designated Owner staff positions that have funded directly by or as a result of this program.
- (2) **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.** CONTRACTOR acknowledges that COUNTY has, established a goal of ensuring that all

individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Section 110.0101 et seq.) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Contractor hereby certifies that it has submitted to the County a completed Principal Owner Information (POI Form) and Child Support Compliance Program Certification (CSCP Certification).

- (3) **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.** Failure of CONTRACTOR to maintain compliance with the requirements set forth in the preceding paragraph shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under law or under any other provision of this contract, failure to cure such default within 90 days of notice by the San Bernardino County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract.

- P. Entire Agreement. This Agreement shall be executed in five (5) duplicate originals, each of which is deemed to be an original.

This agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first written above.

COUNTY OF SAN BERNARDINO

DESIGNATED OWNER  
HOUSING PARTNERS I, INC.  
1053 North "D" Street  
San Bernardino, CA 92410

By: \_\_\_\_\_  
JON D. MIKELS, Chairman, Board of Supervisors

By: \_\_\_\_\_  
John C. McGrath, Secretary-Treasurer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

EARLENE SPROAT  
Clerk of the Board of Supervisors  
of the COUNTY of San Bernardino

By: \_\_\_\_\_  
Deputy

APPROVED AS TO LEGAL FORM:

ALAN K. MARKS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy COUNTY Counsel

Dated: \_\_\_\_\_